

EXHIBIT A TO RESOLUTION
NO. 14118

CITY OF TUCSON CONTRACT
NO. 0603-87

87-11
AUGOT
DISTRICT II

AUG - 9 1987

RECEIVED

AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT, entered into pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the CITY OF TUCSON, hereinafter called "CITY";

WHEREAS, by Resolution No. 14041, adopted on June 1, 1987, the CITY's Mayor and Council approved and authorized execution of an Intergovernmental Agreement with the STATE which set forth the parties' mutual responsibilities and the sharing of costs of the "Southbound U.S. 89 (Stone Avenue), University Boulevard to Eighteenth Street" Improvement Project; and

WHEREAS, after execution of the Agreement by the CITY, the Arizona Attorney General's Office has requested that an amendment to the Agreement be entered into to clarify the fact that the proposed abandonment by the STATE to the CITY of a segment of U.S. 89 also includes segments of U.S. 80 and 93 which converge in the segment of U.S. 89 to be abandoned, and to indicate the CITY's acceptance of the abandoned roadway and agreement to be responsible for all future maintenance and improvement thereof; and

WHEREAS, the CITY concurs in the proposed clarification;

NOW, THEREFORE, the parties agree to amend their Intergovernmental Agreement for the "Southbound U.S. 89 (Stone Avenue), University Boulevard to Eighteenth Street" Improvement Project in the following respects:

1. SECTION 7 of the Agreement is hereby amended to read as follows:

NO. <u>12437</u>
FILED WITH SECRET. OF STATE
Date Filed <u>10-5-87</u>
<i>[Signature]</i> Secretary of State

Upon completion of construction of the improvements contemplated hereunder, the Department's District Engineer shall recommend to the Transportation Board abandonment to the CITY of the segment of U.S. 89 from 18th Street to Drachman, from 6th Avenue to Stone and on Drachman from 6th Avenue to Stone, including those portions of U.S. 80 and 93 which converge in such segment of U.S. 89, and the CITY, in anticipation of such abandonment, hereby accepts and agrees to be responsible for all future maintenance and improvements of such abandoned roadway.

2. All other provisions of the Intergovernmental Agreement shall remain in full force and effect.

STATE OF ARIZONA, ARIZONA DE-
PARTMENT OF TRANSPORTATION

BY: 
STATE ENGINEER

DATE: 15 Sept 1987

CITY OF TUCSON

BY: 
MAYOR

DATE: AUG 03 1987

ATTEST:


City Clerk

DATE: AUG 03 1987

APPROVED AS TO FORM:

Louise B. Stratton
for City Attorney

DATE: July 14, 1987

SECTION: US 89 (Stone Ave.)
University Blvd. to
18th St.

RESOLUTION

BE IT RESOLVED on this 13th day of August, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona, that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Amendment to that certain Intergovernmental Agreement with the City of Tucson, bearing Contract No. 0603-87, which was for the purpose of managing and financing the U.S. 89 (Stone Avenue), University Boulevard to 18th Street, reconstruction project.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



Charles L. Miller, Director
Arizona Department of
Transportation

WH:ks

0063e/

ADOPTED BY THE
MAYOR AND COUNCIL

AUG 03 1987

RESOLUTION NO. 14118

RELATING TO TRANSPORTATION; APPROVING AND AUTHORIZING AN
AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT PREVIOUSLY AP-
PROVED BY RESOLUTION NO. 14041, ADOPTED ON JUNE 1, 1987.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. That the Amendment to Intergovernmental
Agreement attached hereto as Exhibit A and incorporated herein
by reference is hereby approved.

SECTION 2. The Mayor is authorized and directed to
execute said Exhibit A in as many originals as desirable for and
on behalf of the City of Tucson, and the City Clerk is autho-
rized and directed to attest the same.

SECTION 3. The various City officers and employees are
authorized and directed to perform all acts necessary or desir-
able to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preserva-
tion of the peace, health and safety of the City of Tucson that
this resolution become immediately effective, an emergency is
hereby declared to exist, and this resolution shall be effective
immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council
of the City of Tucson, Arizona, AUG 03 1987.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER

LBS:jt
7/13/87
LBS

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

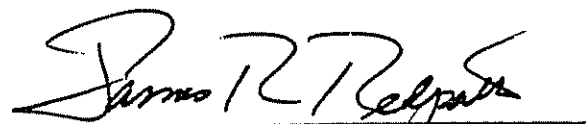
DETERMINATION

A. G. Contract No. KL87 2285 TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17th day of September, 1987.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

A.G. CONTRACT NO. _____

AND

THE CITY OF TUCSON

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called 'STATE,' and the CITY OF TUCSON, hereinafter called "CITY,"

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE:

WHEREAS, the CITY is empowered by A.R.S. Section 9-672 to enter the Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY.

WHEREAS, the City and State desire to enter into a cooperative agreement to direct that certain improvements be made on Southbound U.S. 89: University Boulevard to 18th Street (Toole to University also includes the northbound Section).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by the parties, it is mutually agreed as follows:

SECTION 1. PURPOSE

The purpose of this agreement is to set forth the responsibilities of the parties and to provide for the sharing of costs mutually determined to be required for the "Southbound U.S. 89, University Boulevard to Eighteenth Street" Improvement Project. Determinations as to the need for such improvements are based on appropriate Engineering studies performed by each jurisdiction. Each party has determined by its own priorities the necessity to participate in the improvements. All such improvements will be designed and constructed according to City standards.

SECTION 2. MANNER OF FINANCING AND BUDGETING

The parties have received estimates of the total costs and expenses of design and construction of the project, and have agreed as to which components of the work shall be performed or paid for by each entity, as set forth herein below. However, the actual costs of the project may be more or less, depending on the bids eventually received for the project. In any event, the State's share of the project will be \$2.1 million or 75%, whichever is less. The City's share will be 25% of the first \$2.8 million and 100% of the amounts in excess of \$2.8 million.

Each party covenants that it will not commit to the expenditure of funds for the project unless sufficient funds therefore are available in its respective budget.

SECTION 3. OBLIGATIONS OF THE PARTIES

- A. The City of Tucson will design, advertise, bid, award, and administer the construction contract or contracts for this project.

Project Description

1. General Description

This project is a reconstruction project. No significant changes will be made in horizontal alignment and no right-of-way acquisition will be required. Only minor changes are anticipated in the vertical alignment at the gutter line to improve drainage.

This project can be divided into two types of reconstruction projects as follows:

Stone Avenue, Alameda Street to Ochoa Street

This portion of the project involves complete reconstruction. The pavement, sidewalk, trolley tracks and curb will be removed completely and replaced.

Storm drains will be installed and connected to existing storm drains in the area. The existing street lights will be replaced and landscaping installed, following the concepts in the City of Tucson's Downtown Streetscape Master Plan.

Stone Avenue, University Boulevard to Alameda and Ochoa Street to 18th Street

These sections of Stone Avenue will be milled as required and repaved. It will also be necessary to remove the trolley tracks located in the center of the roadway and repair and repave this area prior to milling the pavement. Storm drains and associated roadway improvements may be required and included for Ochoa Street to 18th Street.

- B. The State shall pay the City \$2.1 million, which includes Construction, Engineering, Contract administration and incidentals. This money will be due and payable to the City upon demand after July 1, 1987.
- C. Upon receipt of a final itemized accounting for the total project costs the City agrees to reimburse the State for any funds provided in excess of 75% of total projects costs.

SECTION 4. CHANGE ORDERS

- A. No additive change orders to the design and construction contract that would cause the State share to increase beyond the \$2.1 million or 75% of total project costs shall be implemented without prior written approval of both parties hereto as to the allocation of the costs of such change orders.
- B. In the event any deductive change orders are initiated and approved by both parties, each party shall be credited with such deducted sums as may be allocatable to the components of the project to be paid for by that party.
- C. Upon receipt of a final itemized accounting of the total costs, the City agrees to reimburse the State for any funds provided in excess of the 2.1 million or 75% of the project costs, whichever is lower.

5. TERMINATION

- A. Either party may terminate this Agreement by giving written notice to the other party not less than ninety (90) days prior to the termination date, which shall be designated in the notice. In the event of such termination, each party shall be liable for their proportionate share of the costs and expenses incurred or arising out of performance of activities required by this Agreement occurring prior to the termination date specified.
- B. All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

SECTION 6. EFFECTIVE DATE

This Agreement shall be effective upon the date the Agreement is filed with the Arizona Secretary of State and shall continue in effect until all work to be performed hereunder is completed.

SECTION 7. Upon completion of construction of the improvements contemplated hereunder, the Department's District Engineer shall recommend to the Transportation Board abandonment to the City the segment of U.S. 89 from 18th Street to Drachman, from 6th Avenue to Stone and on Drachman from 6th Avenue to Stone.

SECTION 8. Each party shall hold the other party harmless against and be solely responsible for its own acts or omissions by reason of its operation under this Agreement to the extent allowed by law.

SECTION 9. EQUAL EMPLOYMENT OPPORTUNITY

The City will comply with its equal employment opportunity contract provisions in letting the contract, as set forth in the provisions of Section 17-21 of the Tucson Code

SECTION 10. LEGAL JURISDICTION

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of either the City or the State.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: 

STATE ENGINEER

DATE: 1 SEPT 1987

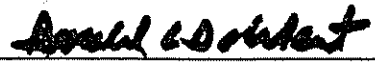
CITY OF TUCSON

BY: 

TITLE: Mayor, City of Tucson

DATE: JUN 01 1987

ATTEST:


City Clerk

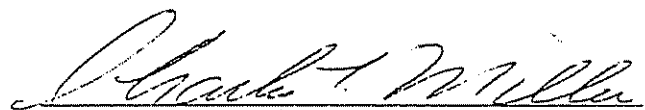
JUN 01 1987
Date

Section: US 89 (Stone Ave.)
University Blvd. to
18th Street

RESOLUTION

BE IT RESOLVED on this 12th day of May, 1987, that I,
CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF
TRANSPORTATION, have determined that it is in the best
interests of the State of Arizona, that the DEPARTMENT OF
TRANSPORTATION, acting by and through the Highways Division,
enter into an Agreement with the City of Tucson regarding the
managing and financing of the U.S. 89 (Stone Avenue) University
Boulevard to 18th Street reconstruction project.

THEREFORE, authorization is hereby given to draft said
Agreement which, upon completion, shall be submitted for
approval and execution by the State Engineer.



Charles L. Miller, Director
Arizona Department of
Transportation

TE:ks

0063e/

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed Inter-governmental Agreement between the ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) and the CITY OF TUCSON and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 21st day of May, 1987.

CITY OF TUCSON

By [Signature]
Assistant City Attorney

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR87-2284774 is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17th day of September, 1987.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division